

6/03/11 11:41:26
DK T BK 3,308 PG 653
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

WHEN RECORDED MAIL TO:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

SEND TAX NOTICES TO:

Community Bank, North Mississippi; Olive Branch Office; 475 E. Commerce Street; Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:
Community Bank, North Mississippi
475 E. Commerce Street
Hernando, MS 38632
(662) 429-8484

INDEXING INSTRUCTIONS: Lot 237, Section F, Phase 3, Ranch Meadows P.U.D., Section 25, T1S, R9W, Plat Book 94, Pages 28-29, DeSoto Co, MS.



MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated May 17, 2011, is made and executed between Johnny Coleman Builders Inc, whose address is PO Box 166, Southaven, MS 38671-0002 ("Grantor") and Community Bank, North Mississippi, whose address is Olive Branch Office, 475 E. Commerce Street, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 7, 2009 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

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MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 1343409

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Recorded 12/23/09 in DeSoto County, Book 3,117 Page 508 and re-recorded 03/10/10 in DeSoto County, Book 3,142 Page 151.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

See the exhibit or other description document which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot #237 Ranch Meadows, Walls, MS 38671-0002.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

To remove Line of Credit feature.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED MAY 17, 2011.

GRANTOR:

JOHNNY COLEMAN BUILDERS INC

By:

Johnny Coleman, President of Johnny Coleman Builders Inc

LENDER:

COMMUNITY BANK, NORTH MISSISSIPPI

X

Authorized Officer

MODIFICATION OF DEED OF TRUST (Continued)

Loan No: 1343409

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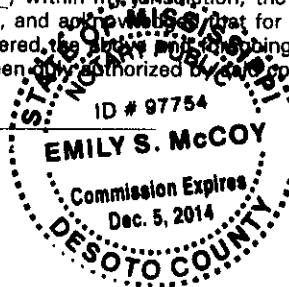
CORPORATE ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of May, 20 11, within my jurisdiction, the within named Johnny Coleman, President of Johnny Coleman Builders Inc., a Mississippi corporation, and acknowledged that for and on behalf of the said corporation, and as its act and deed, he or she signed, executed and delivered, the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned after first having been duly authorized by said corporation so to do.

Emily S. McCoy
NOTARY PUBLIC

My Commission Expires:
12-5-14



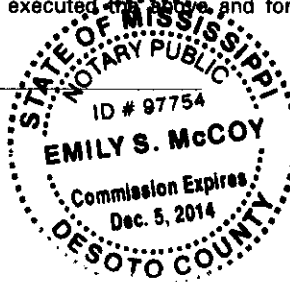
LENDER ACKNOWLEDGMENT

STATE OF MS)
COUNTY OF Desoto) SS
)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of May, 20 11, within my jurisdiction, the within named J. Michael Ballmann, III, who acknowledged that (he)(she) is Senior Vice President of Community Bank, North Mississippi and that in said representative capacity (he)(she) executed the above and foregoing Modification, after first having been duly authorized so to do.

Emily S. McCoy
NOTARY PUBLIC

My Commission Expires:
12-5-14

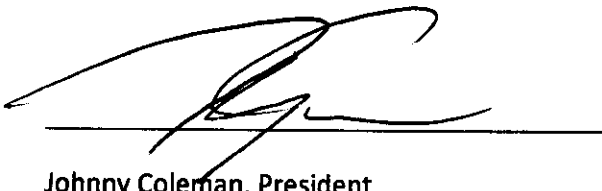


Attached to and forming a part of Modification Deed of Trust dated 05/17/11 in the name of Johnny Coleman Builders Inc.

Legal Description: Lot 237, Section F, Phase 3, Ranch Meadows P.U.D, as located in Section 25 , Township 1 South, Range 9 West, Desoto County, MS, as shown on plat of record in Plat Book 94, Pages 28-29, in the Office of the Chancery Clerk, Desoto County, MS.

Signed for Identification:

Johnny Coleman Builders Inc

A handwritten signature in black ink, appearing to be 'JC', is written over a horizontal line.

Johnny Coleman, President